




Interoffice Memorandum

January 23, 2015

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FEB 10 2015 KHL/np

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

**FROM:** Mark V. Massaro, P. E., Director, Public Works Department 

**CONTACT PERSON:** Mark V. Massaro, P.E., Director  
Public Works Department

**PHONE NUMBER:** (407) 836-7970

**SUBJ: Agreement by and between Orange County and Toll FL Limited Partnership, Inc. for Traffic Law Enforcement on Private Road – Royal Cypress Preserve**

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the County. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Toll FL Limited Partnership, has requested such an agreement for the private roads located within the gated community of Royal Cypress Preserve. The Sheriff's Office has been involved in the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is not a development-related nor is it a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

**Action Requested: Approval of Agreement for Traffic Law Enforcement on Private Roads located in the gated community of Royal Cypress Preserve by and between Orange County, Florida, and Toll FL Limited Partnership. District 1.**

MVM/ray

Attachments

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
FEB 10 2015 KHLP

## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for enforcement of the traffic laws of the state on private roads located in the gated community of **ROYAL CYPRESS PRESERVE** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **TOLL FL LIMITED PARTNERSHIP** (hereinafter "Owner") a Florida limited partnership, organized under the laws of the State of Florida.

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **ROYAL CYPRESS PRESERVE** (hereinafter "Private Roads") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to state statute, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, Section 316.006(3)(b), *Florida Statutes*, provides that a county may exercise jurisdiction over any Private Road or roads if the county and the party owning such roads provide by a written agreement approved by the governing board of the county; and

**WHEREAS**, Section 316.006(3)(b)(2), *Florida Statutes*, further provides that prior to entering into an agreement for enforcement of the traffic laws over Private Road or roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner and to comply with Section 34-290, Orange County Code; and

**WHEREAS**, pursuant to consultations between the parties and the Sheriff of Orange County, Florida (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, *Florida Statutes*, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), *Florida Statutes*, provides *inter alia* that no such agreement shall take effect prior to October 1 of the initial year of any agreement unless such provision is waived, in writing, by the Sheriff of the County; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit "C."**

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, *Florida Statutes*, concerning obstruction of streets, regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), *Florida Statutes*, and subject to the terms and conditions specified in **Exhibit "B."**

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate DOT approved signage along said roads.

4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement through the Sheriff's Office off-duty program, and in the manner specified in Exhibit "B" of this Agreement, which is attached hereto and incorporated by reference. Payment for services under this Agreement shall be in accordance with the pay schedule as determined by the Sheriff's Office.

6. ***County to Retain Revenues.*** All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

7. ***Liability not Increased.*** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00). The Owner shall file current certificates of the required

insurance with the County and shall provide thirty (30) day advance written notice to the County of cancellation. Such insurance certificates shall, (a) name the County and Orange County Sheriff's Office as additional insureds, as it relates to maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage, and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. The Orange County Sheriff's Office currently provides insurance coverage for injuries or liability which may occur when a Deputy providing Off Duty services actively takes sworn law enforcement actions. Should the Sheriff's Office provide written notification that it will no longer provide said coverage, the Owner may be required to obtain such insurance.

9. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **ROYAL CYPRESS PRESERVE** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term and Termination.** The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party or by default by the Owner as to any material provision of this Agreement including a default relating to insurance in Paragraph 8 above. The parties may elect to terminate this Agreement, and such termination, by the parties, shall be made by thirty (30) days written notice to the other parties; provided, however, payments are made by the Owner in accordance with Paragraph 5 of this Agreement. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County:	Orange County Administrator 201 South Rosalind Avenue, 5th Floor Orlando, Florida 32801
Copy to:	Orange County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor

Orlando, Florida 32801

As to Sheriff:

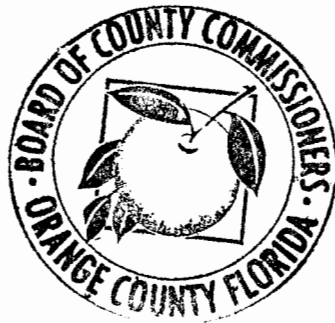
Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32802-1440

As to the Owner:

**TOLL FL LIMITED PARTNERSHIP, a  
Florida limited partnership  
2966 Commerce Park Drive  
Orlando, FL 32819**

13. *Assignment.* It is acknowledged and understood that Owner anticipates assigning ownership of the roads described herein to a homeowners' association at a future date. At such time, Owner shall also assign this Agreement and shall notify County Sheriff's Office of such assignment. The homeowners' association shall thereafter have all duties and responsibilities provided herein.

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for **TOLL FL LIMITED PARTNERSHIP**, on the dates indicated below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor


Date: *2.10.15*

ATTEST: Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopysa*  
for Deputy Clerk

Print Name: *Craig A. Stopysa*

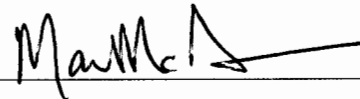
TOLL FL LIMITED PARTNERSHIP,  
A Florida limited partnership  
By: Toll FL GP Corp., Its General Partner

BY: 

ANDREW VENDEME SVP  
Print Name/Title

DATE: 1/7/15

WITNESS:



MARK MCINTOSH  
(Print Name)



Gina Casillo  
(Print Name)

EXHIBIT "A"

Legal Description

A portion of Section 8, Township 24 South, Range 28 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 8; thence run S 89°54'27" W, along the south line of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 72.00 feet to a point on the westerly right-of-way line of Winter Garden - Vineland Road (County Road No. 535) as described and recorded in Official Records Book 5494, Page 3239, Public Records of Orange County, Florida; said point being the **POINT OF BEGINNING**; thence continue S 89°54'27" W, along said south line of the East 1/2 of the Southwest 1/4 of Section 8, a distance of 1,275.24 feet to a point on the west line of the East 1/2 of the Southwest 1/4 of said Section 8; thence run N 00°11'01" W, along said west line, a distance of 2,669.68 feet to a point on the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run N 00°04'00" E, along the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 8, a distance of 1,328.42 feet to a point on the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence run N 89°34'39" E, along said north line, a distance of 1,280.00 feet to a point on the aforesaid westerly right-of-way line of Winter Garden - Vineland Road (County Road No. 535) as described and recorded in said Official Records Book 5494, Page 3239, Public Records of Orange County, Florida; thence run southerly along said westerly right-of-way line the following fourteen (14) courses and distances; run S 01°07'49" W, a distance of 327.78 feet; thence run S 01°50'10" E, a distance of 99.48 feet; thence run S 01°55'21" W, a distance of 299.34 feet; thence run S 00°44'04" W, a distance of 608.25 feet; thence run S 00°58'15" E, a distance of 394.34 feet; thence run S 01°57'07" E, a distance of 250.13 feet; thence run S 00°15'46" W, a distance of 50.00 feet; thence run N 89°52'51" E, a distance of 4.33 feet; thence run S 00°07'09" E, a distance of 650.00 feet; thence run S 89°52'51" W, a distance of 4.00 feet; thence run S 00°14'00" W, a distance of 650.01 feet; thence run S 01°15'57" E, a distance of 249.84 feet; thence run N 89°52'51" E, a distance of 3.00 feet; thence run S 00°07'09" E, a distance of 426.91 feet to the **POINT OF BEGINNING**.

Containing 116.77 acres, more or less.

## **EXHIBIT "B"**

The **TOLL FL LIMITED PARTNERSHIP.**, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **ROYAL CYPRESS PRESERVE** wishes to make a traffic complaint, or to request a traffic law enforcement detail, he or she shall contact the Owner for further action. If a resident of **ROYAL CYPRESS PRESERVE** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the Owner.



**EXHIBIT "C"**

[Sheriff's Letter to County Mayor]



*Sheriff Jerry L. Demings*  
**ORANGE COUNTY SHERIFF'S OFFICE**  
TELEPHONE: 407.254.7000 ❖ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ❖ WWW.OCSO.COM

November 18, 2014

Candice Hawks  
Poulos & Bennet  
4625 Holder Lane, Suite B  
Orlando, FL 32814

Re: Royal Cypress Preserve Homeowners Association, Inc.

Dear Ms. Hawks:

Enclosed please find a copy of the memo signed by Sheriff Demings forwarding your request to the County.

Sincerely,

Jerry L. Demings  
Sheriff of Orange County

Dorothy Burk  
Sr. Assistant General Counsel  
Orange County Sheriff's Office  
Legal Services  
2500 W. Colonial Drive  
Orlando, FL 32804  
(407) 254-7170

cc: Off-Duty Services



*The First Law Enforcement Agency  
in Orange County to Receive Both  
International and State Accreditation*

